

COLLECTIVE AGREEMENT

BETWEEN

THE BOARD OF GOVERNORS OF KEYANO COLLEGE

Fort McMurray, Alberta
(Hereinafter called the Employer)
PARTY OF THE FIRST PART

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, Local 2157

(Hereinafter called the Union)
PARTY OF THE SECOND PART

JULY 1, 2019 TO JUNE 30, 2020



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PREAMBLE

The purposes and objects of the Agreement are:

- (a) to maintain a harmonious and co-operative relationship between the Employer and the employees covered by this Agreement;
- (b) to provide an amicable method of settling differences or grievances which may arise between the Employer and the employees;
- (c) to stipulate wages and working conditions; and
- (d) to promote the mutual interests of the Employer and the employees.

We respectfully acknowledge that we are on Treaty No. 8 Territory, the traditional meeting grounds and gathering places of Canada's First Nations, Metis and Inuit peoples.

ARTICLE 1 – TERM OF COLLECTIVE AGREEMENT

- 1.01 The term of this Agreement shall be from the 1st day of July 2019 to the 30th day of June 2020. The Agreement shall be binding and remain in effect beyond the expiration date from year to year thereafter unless notice has been given by either party to amend or terminate this Agreement. Such notice must be given in writing to the other Party not less than sixty (60) days or more than one hundred and twenty (120) days prior to the expiry date.
- 1.02 Where notice to amend has been served, the Collective Agreement shall remain in effect during the resultant negotiation process.
- 1.03 Notwithstanding anything in this Article, any portion of this Agreement may be opened for negotiation between the Employer and the Union at any time provided that both parties agree. Either party wishing to amend any article of this Agreement shall be given written notice stating the article(s) to be amended and change(s) requested. All amendments mutually agreed upon shall be added to the Collective Agreement as letters of understanding which shall supersede original articles.

ARTICLE 2 – DEFINITIONS OF EMPLOYEES

- 2.01 **Employee**: shall mean a person employed by Keyano College, recognized in the Bargaining Unit and covered by this Collective Agreement.
- 2.02 **Permanent Employee**: shall mean an employee who works regular hours on an ongoing, predictable basis with no foreseen end date and who has completed the probationary period.

- 2.02.1 Full-time Employee in permanent positions: shall be eligible for all provisions of the Collective Agreement except as the context may require.
- 2.02.2 Part-time Employee in permanent positions: whose regular work week is at least fourteen (14) hours shall be eligible for all provisions of the Collective Agreement except as the context may require. The various holiday and leave entitlements earned by such employees are pro-rated according to the length of the employees' work weeks.
- 2.02.3 Part-time Employee in permanent positions: whose regular work week is less than fourteen (14) hours shall be paid 11.2% in addition to earned pay, in lieu of vacation, holiday pay, and benefits. Articles that do not apply to these employees:
- 19 Paid Holidays
 - 20 Annual Leave
 - 21 Leave of Absence with Pay
 - 24 Sick Leave
 - 25 Medical Benefits and Compensation
 - 26 Dental Plan
 - 27.01 Group Life
 - 27.02 Travel Accident Insurance
 - 28 Local Authority Pension Plan (LAPP)
- 2.02.4 Sessional Employee: shall mean an employee who works regular hours on an ongoing predictable basis with no foreseen end date but less than twelve (12) months of each year.
- 2.02.5 Permanent Employees, on staff on the date of signing of this Collective Agreement, shall retain their current employment status and weekly hours, except as may be mutually agreed or as may be required by necessary organizational changes.
- 2.03 Term Employee: shall mean an employee who works regular hours on a predictable basis, for a limited term of not more than two (2) years, for a specific temporary project or identifiable task.
- Term employees do not have access to Article 11 – Grievance Procedure in case of dismissal.
- 2.04 Probationary Employee: shall mean an employee hired into a permanent, sessional, or term position who has not yet completed the applicable probationary period. Probationary employees do not have access to Article 11 – Grievance Procedure in case of dismissal.
- 2.05 Temporary Employee: shall mean an employee hired and appointed to work regular hours on a temporary basis.

2.05.1 Continuous employment on a temporary basis shall not exceed six (6) months without the agreement of the Union.

2.05.2 A temporary employee shall be paid 11.2% in addition to earned pay, in lieu of vacation, holiday pay, and benefits. Articles that do not apply to temporary employees:

- 19 Paid Holidays
- 20 Annual Leave
- 21 Leave of Absence with Pay
- 24 Sick Leave
- 25 Medical Benefits and Compensation
- 26 Dental Plan
- 27.01 Group Life
- 27.02 Travel Accident Insurance
- 28 Local Authority Pension Plan (LAPP)

2.05.3 Temporary employees do not have access to Article 11– Grievance Procedure in case of dismissal.

2.06 Casual Employee: shall mean an employee hired and appointed on an "as required" basis.

2.06.1 Continuous employment on a casual basis shall not exceed twenty-two (22) days within a ninety (90) day period without the agreement of the Union.

2.06.2 A casual employee shall be paid 11.2% in addition to earned pay, in lieu of vacation, holiday pay, and benefits. Articles that do not apply to Casual Employees:

- 11 Grievance Procedure
- 13 Job Postings, Promotions, Transfers, Secondments
- 19 Paid Holidays
- 20 Annual Leave
- 21 Leave of Absence with Pay
- 24 Sick Leave
- 25 Medical Benefits and Compensation
- 26 Dental Plan
- 27.01 Group Life
- 27.02 Travel Accident Insurance
- 28 Local Authority Pension Plan (LAPP)

2.06.3 Casual employees will not be used to displace or replace an existing position or an existing employee who is normally employed.

2.07 **Student Employee**: shall mean a bona fide student who is hired in a temporary capacity for a specific project or identifiable task. Articles that do not apply to Student employee:

- 11 Grievance Procedure – see Clause 2.07.3
- 13 Job Postings, Promotions, Transfers, Secondments
- 19 Paid Holidays
- 20 Annual Leave
- 21 Leave of Absence with Pay
- 24 Sick Leave
- 25 Medical Benefits and Compensation
- 26 Dental Plan
- 27.01 Group Life
- 27.02 Travel Accident Insurance
- 28 Local Authority Pension Plan (LAPP)

2.07.1 The student rate is included in Appendix A and shall be equal to sixty-seven percent (67%) of the lowest band in each classification, plus four percent (4%) vacation pay.

2.07.2 A student employee shall not displace or replace an existing employee who is normally employed during the period, except for vacation coverage.

2.07.3 Student employees do not have access to Article 11 – Grievance Procedure for the purpose of dismissal for the first six (6) calendar months of employment.

2.07.4 Student employees will have job duties for all positions.

2.07.5 Student employee information shall be forwarded to the Union upon hire and shall be in all respects a member of the Bargaining Unit.

ARTICLE 3 – UNION RECOGNITION AND SECURITY

3.01 Union Dues

The Employer agrees to deduct from the wages of each employee, including Students, Temporary, Casual and Term employees, as a condition of employment once each pay cycle an amount equivalent to the normal monthly Union dues. Such Union dues deductions shall be forwarded to the Treasurer of CUPE Local 2157 together with a list of employees' names, addresses, home phone numbers, Keyano email addresses, salary and the amounts of deductions not later than fifteen (15) days after the end of the pay cycle. Seniority information (Clause 14.02) shall also be included in this report which will include employees' employment status, classification/salary band, job title, and seniority date.

For clarification “job title” means the working title of the position and may be found in the Job Identification section of the job fact sheet; “classification” means the three-character alphanumeric code identifying the kind and level of work, determined through the classification process in Article 12.

3.02 Change in The Amount of Dues

The Union shall advise the Employer, in writing, of any change in the amount of dues to be deducted from the employees. Such notice shall be communicated to the Employer at least thirty (30) days prior to the effective date of the change.

3.03 Dues Receipt

The Employer agrees to include on the employee's T-4 Summary the amount of Union dues paid in the previous year.

3.04 Employer to Inform New Employees

The Employer agrees to inform potential and new employees that a Union Agreement is in effect. The Employer, upon notification by the Union, shall deduct the five-dollar (\$5.00) Union initiation fee from each new employee who has signed a Union membership card. The Employer shall provide each employee with electronic access to the Collective Agreement and shall provide to the President of Local 2157 the names of new employees, addresses, home phone numbers, Keyano email addresses, salary and the Department in which they work.

3.05 Union Orientation

A Representative of the Union shall be given 15 minutes with new employees in order to orient new employees with the Union. Such time shall be without loss of pay or benefits and shall not interfere with the day to day operations of the Employer.

3.06 Printing of Collective Agreement

The costs of printing the Collective Agreement shall be shared equally between the parties. The format and method of production shall be a matter of mutual agreement.

3.07 Union Recognition

The Employer recognizes the Canadian Union of Public Employees and Local 2157 as the sole and exclusive bargaining agent for all employees whose bargaining rights are granted under Certificate #11-78, issued pursuant to the Public Service Employee Relations Act. It is agreed that Bargaining Unit work will not be performed outside the Bargaining Unit without consultation with CUPE Local 2157.

3.08 Union Stewards

During the term of this Agreement the Union agrees to provide the College with a current list of Shop Stewards who are authorized to perform Steward duties on behalf of CUPE Local 2157.

A Union Officer or Steward shall not suffer any loss of pay or benefits for time needed during their regular work hours to carry out Union business, such as consultations with members, to a maximum of sixty (60) minutes per week. The Steward or Officer will endeavour to use break times for Union business and shall seek approval from their supervisor for any extra work time required and the time taken shall not disrupt the Employers operations. Permission shall not be unreasonably withheld.

3.09 Bulletin Boards

The Employer shall provide wall-mounted bulletin boards for posting of Union notices and information at Suncor Energy Industrial Campus, Syncrude Sport & Wellness Centre, The Bob Lamb Centre, Clearwater Campus, and Fort Chipewyan Campus. The Employer shall also permit use of one mobile bulletin board, supplied by the Union, of a size acceptable to the Employer, at the main entrance to the College. The Union shall have the right to post notices that have received prior approval of the Employer on such bulletin boards.

3.10 Web Site

The Employer shall provide, on the Human Resources screen or other mutually agreed location on its web site, a link to the CUPE 2157 website.

3.11 The Employer shall not enter into any written or verbal agreement with any individual or group of employees in the Bargaining Unit that may conflict with this Collective Agreement.

ARTICLE 4 – MANAGEMENT RIGHTS

4.01 Subject to the terms of this Agreement, the Union recognizes the right of the Employer to the management of its operation and the direction of the working forces.

4.02 Government Sponsored Programs

The Union recognizes the right of the Employer to participate in Government Employment Programs and the Community Co-op Apprenticeship Program. The terms and conditions of employment shall be determined by the Employer and fall outside the scope of this Agreement.

4.02.1 Any such employment shall not result in the lay-off, reduction of work or remuneration, or redundancy of any existing Union position.

4.02.2 The Employer shall provide the Union with information as to the nature of the program, the number of employees hired, remuneration, term of employment and job description.

- 4.02.3 The Union shall have the right to deny any such program that violates Clause 4.02.1.

ARTICLE 5 – REPRESENTATION AND NEGOTIATING COMMITTEE

- 5.01 No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. In order that this may be carried out, the Union shall supply the Employer with the names of its officers. The Employer shall be notified immediately of any change of officers by correspondence exchanged between the Recording Secretary of the Union and the Executive Director of Human Resources.
- 5.02 A Negotiating Committee shall be appointed by CUPE Local 2157 and consist of a minimum of three (3) members of the Union, or an equal number to that of the Employer representatives, whichever is greater, and a spokesperson appointed by the Union. The number of members may be increased by mutual agreement between Management and the Union Executive.
- 5.03 When negotiations occur during regular working hours, time off shall be granted without loss of regular rate of pay and benefits for the members of the Union Negotiating Committee while negotiating a Collective Agreement, or up to three (3) members participating in mediation or arbitration proceedings. The Committee shall not consist of more than one (1) employee from a department, unless operational requirements permit otherwise.
- 5.04 Representatives of CUPE shall have the right to investigate and assist members of CUPE Local 2157 in any differences arising out of this Collective Agreement. Access to the Employer's premises for such activities shall require prior approval of the employee's Dean/Director, or in their absence, the Deans'/Directors' immediate supervisor (Vice President or President). Such approval shall not be unreasonably withheld.

ARTICLE 6 – UNION MANAGEMENT CONSULTATION COMMITTEE

- 6.01 The parties agree to establish a Union-Management Consultation Committee to meet for the purposes of promoting better communications, mutual respect, understanding and confidence between management and labour. The meetings between the Employer and employees are intended to maintain and enhance harmonious relations between them; to discuss ways of improving work methods and conditions of work, staff development and new work procedures and policies; to receive details of proposed operational changes whenever possible; workload issues; and other matters as agreed to mutually by the Committee.

6.02 Terms of reference for the Committee outlining protocol, venue, meeting dates and times, minutes, etc. shall be established by the Committee and amended from time-to-time as they see fit.

6.03 Consultation

This Committee shall serve as one means of consultation between the Employer and the Union. Consultation is a process in which one party divulges information and allows the other party a reasonable opportunity to make a considered response, following which the response (if any) is taken into consideration by the first party in deciding a future course of action.

ARTICLE 7 – NO DISCRIMINATION

7.01 The Employer and the Union agree that there shall be no discrimination, interference, restriction, nor coercion with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, discharge, or otherwise by reason of age, race, colour, ancestry, or place of origin, political affiliation or lack of it, religious beliefs, gender, gender identity, gender expression, marital status, physical and mental disability, sexual orientation, family status, source of income, nor by reason of their membership or activity in the Union, or any protected ground in the Alberta Human Rights Act or the Canadian Charter of Rights and Freedoms.

ARTICLE 8 – WORKPLACE ENVIRONMENT

8.01 Respectful Workplace Policy shall govern the working relationship between Employer and all College employees.

8.02 The parties agree that the workplace should be free from harassment, intimidation or bullying of any form caused by any employee, volunteer, visitor or student. Such incidents, when reported, shall be subject to appropriate investigation and resolution consistent with the Respectful Workplace Policy.

8.03 Respectful Workplace Policy, shall not be amended without consultation with CUPE Local 2157.

ARTICLE 9 – WORKPLACE HEALTH AND SAFETY

9.01 The Employer and the Union acknowledge their common concern for maintaining a safe and healthy working environment to prevent occupational injury and illness. In order to provide for the safety and health of employees at work, it is agreed cooperative methods will be encouraged.

- 9.02 To this end, the Bargaining Unit shall have representation, as per Health and Safety legislation, on the Joint Worksite Health and Safety committee. Relevant terms of reference shall be developed by the committee, to be contained in a policy statement.

ARTICLE 10 – DISCIPLINE & DISCHARGE

10.01 Discipline, Suspension and Discharge

In the case of a grievance arising out of discipline, other than discharge or suspension, such grievance shall be commenced at Level 2 of the grievance procedure within fifteen (15) working days from the date the discipline was imposed.

In the case of a grievance arising out of the administration of the wage schedule, such grievance shall be commenced at Level 1 of the grievance procedure within fifteen (15) working days from the date the employee was formally notified of the action or the refusal to act.

Subject to Article 2, in the case of a grievance arising out of discharge or suspension, such grievance shall be commenced at Level 3 of the grievance procedure within fifteen (15) working days from the date the discharge or suspension was imposed.

- 10.02 In cases of discharge and discipline, the burden of proof of just cause shall rest with the College.

10.03 Notice of Discharge, Suspension or Discipline

The Employer and the Union endorse the practice of progressive discipline, consistent with the principle that any discipline should be consistent with the infraction.

10.03.1 When an employee is discharged, suspended or disciplined, such employee and the Union shall be advised in writing, by the Employer of the reason for such action. Employees shall be entitled to Union representation during any meetings of this nature and will be made aware of this right prior to the meeting.

10.03.2 If the Employer is unable to complete its investigation of the matter and issue an appropriate notice of discipline within fifteen (15) work days after becoming aware of the circumstance, the Employer shall notify the employee and the Union no later than five (5) work days before the fifteen (15) work days timeline considered above that the matter is under investigation and will inform the employee and the Union of the timeline extension required.

10.03.3 A notice of investigation shall expire after ninety (90) days unless extended in writing, in consultation with the Union and for reasonable cause.

10.04 Unjust Suspension

10.04.1 If in the opinion of the parties an employee has been unjustly suspended, the employee shall be immediately reinstated in their former position or in an equivalent position or otherwise shall be compensated in such a manner as is judged equitable in the opinion of the parties or in the opinion of the Board of Adjudication, if the matter is referred to such a Board.

10.04.2 In the case of reinstatement of an employee after it has been determined that the employee was unjustly suspended, all relevant documents related to the cause of the suspension shall be removed from the employee's personnel file. The employee and the Union shall be advised in writing of such action.

ARTICLE 11 – GRIEVANCE PROCEDURE

11.01 Definition of Grievance

A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement.

11.02 In the event of any difference arising from any point listed in Clause 11.01, it shall be settled in the following manner.

11.03 Informal Discussion

An employee shall first seek to settle the difference through discussion with their direct supervisor within fifteen (15) working days of the date they first became aware of the occurrence giving rise to the difference. The Employer/employee may choose to have a Shop Steward or Local Executive member present. The direct supervisor shall respond within fifteen (15) working days from the discussion taking place.

11.04 Level 1

If the difference is not resolved during an informal discussion, it shall be submitted in writing by the Union to the Executive Director of Human Resources within fifteen (15) working days from the date the response was received from the Dean, Director or involving the direct supervisor.

The Executive Director of Human Resources or the designated officer shall submit a written reply to the employee and the Union within fifteen (15) working days of the submission of the grievance.

11.05 Level 2

If the grievance is not satisfactorily settled at Level 1, it may be submitted to the appropriate Vice President within fifteen (15) working days of the receipt of the reply at Level 1.

The Vice President shall submit a written reply to the employee and the Union within fifteen (15) working days of the submission of the grievance at Level 2.

11.06 Level 3

If the grievance is not satisfactorily settled at Level 2, it shall be submitted to the President within fifteen (15) working days of the receipt of the reply at Level 2. The President shall submit a written reply to the employee and the Union within fifteen (15) working days of the submission of the grievance at Level 3.

11.07 Level 4 – Mediation

Either party, after the completion of Level 3, may suggest to the other that a grievance filed under the Collective Agreement be referred to mediation. The party to whom the suggestion is made is free to accept or reject the suggestion within 15 working days. Grievances shall only be referred to mediation if both parties so agree. The parties agree to share equally the fees and expenses of the Mediator unless the parties and the Mediator otherwise agree. If the mediation resolves the grievance, the Mediator shall provide the parties with a report outlining the basis for settlement. If mediation does not resolve a grievance, either party is free to start proceedings to resolve the grievance.

11.08 Level 5 - Arbitration Board

Failing settlement at Levels 2 or 3, either party may refer the grievance to arbitration by providing written notice to the other party within twenty (20) working days of the reply at Levels 2 or 3. The notice of referral shall:

- (a) be delivered by hand, registered mail, receipted courier service, or read receipt email,
- (b) contain a statement of the grievance, and
- (c) state the name and address of the referring party's appointee to the Arbitration Board.

11.09 The responding party shall, within ten (10) working days after receiving notice of referral to arbitration, name its appointee to the arbitration board and shall send written notice to the referring party.

11.10 The two appointees shall, within fifteen (15) working days of the appointment of the second of them, appoint a mutually acceptable third party to serve as Chair of the Arbitration Board.

- 11.11 If the two appointees fail to agree upon a Chair within the required time limit, either party may, giving five (5) days' notice to the other, make application to the Director of Mediation Services of Alberta to appoint a Chair for the Arbitration Board.
- 11.12 If the Chair or any member of the Arbitration Board refuses to act or is or becomes incapable of acting, a new Chair or member may be appointed in the same manner as the original Chair or member was appointed.
- 11.13 No person shall be disqualified from acting as a member of the Arbitration Board unless that member is directly affected by the grievance or has been involved in an attempt to negotiate or settle the grievance.
- 11.14 The expenses and remuneration of the persons appointed under Clauses 11.07 and 11.08 shall be paid by the party making the appointment. The expenses and remuneration of the Chair of the Arbitration Board shall be paid in equal shares by the Employer and the Union.

11.15 Decision of the Board

The decision of the majority shall be the decision of the Board. If there is no majority, the decision of the Chair shall be the decision of the Board. The decision of the Board shall be final, binding and enforceable on all parties.

- 11.16 The Board shall not by its award alter, amend or change the terms of the Collective Agreement.
- 11.17 A Board dealing with a case of discipline or discharge shall have the power to substitute such other penalty as the Board deems just and reasonable in all circumstances.
- 11.18 The award of the Arbitration Board shall be served by the Chair on the parties to the grievance by double registered mail, personally, by receipted courier service, or by such other means as may be acceptable to the parties. The Chair of the Arbitration Board shall, at the request of any of the parties to the grievance, make an affidavit or an affirmation that the award has been served.

11.19 Policy Grievance

Where a difference involving a question of general application or interpretation occurs, the Union may initiate a grievance at Level 2.

Where the Employer seeks to enforce an obligation flowing from the Union to the College, such a grievance shall:

- (a) contain a statement of the grievance,
- (b) be signed by the President, and
- (c) be delivered by hand, registered mail, read receipt email, or receipted courier service to the President of CUPE Local 2157.

11.20 Time Limits

11.20.1 If the employee and/or Union fails to process the grievance within the time limits specified, they shall be deemed to have abandoned their grievance.

11.20.2 If the Employer fails to process the grievance within the time limits specified, the employee and/or Union shall be deemed to have won the grievance.

11.20.3 The time limits shall be exclusive of Saturdays, Sundays and Statutory Holidays.

11.20.4 The time limits may be extended by mutual agreement in writing.

11.21 Variance from Grievance Procedure

Either the Union or the Employer may propose to the other party that a grievance be submitted to a sole Arbitrator. In making such a proposal, the party shall specify the name or a list of names of the person or persons it is willing to accept as sole Arbitrator, instead of the name of an appointee as required by 11.08 (c). The other party shall, within ten (10) working days:

- (a) agree to such submission, accepting the person or one of the persons proposed,
- (b) agree in principle to the appointment of a sole Arbitrator, and submitting the name or names of the person or persons it is willing to accept as sole Arbitrator, or
- (c) require that the appointment procedure in Clause 11.08 and 11.11 be followed.

If both parties agree on a sole Arbitrator, that person shall be empowered to act as Chair of the Arbitration Board.

If the parties fail to agree within fifteen (15) working days on a sole Arbitrator, the appointment procedure in Clauses 11.08 and 11.11 shall be followed.

11.22 Grievance and Adjudication Pay Provisions

A Union Steward or other Union official of Local 2157 CUPE shall not suffer any loss of wages or benefits in the grievance and adjudication procedures. The Union Representative shall endeavour to fully investigate the grievance outside of work time. Should time during normal working hours be required by the Union Representative to attend grievance and adjudication matters, they shall first seek permission from the designated Dean or Director. Such permission shall not be unreasonably withheld.

11.23 Meetings and Replies in Writing

The Employer's Representative for each step of the grievance procedure will be required to meet with the grievor and the Union representative before rendering their decision in writing.

ARTICLE 12 – JOB CLASSIFICATION AND RECLASSIFICATION

12.01 The position of every employee covered by this Collective Agreement shall be evaluated (classified) and assigned to the appropriate salary band in accordance with Keyano College Procedure 3.37 (Support Staff Classification).

12.02 The Employer may, when deemed necessary, draw up job fact sheets and may ask employees to fill such positions at the appropriate salary range. The Employer, when making substantial changes to the job fact sheet for an existing position, filled or unoccupied, shall submit the new fact sheet to the Job Classification Committee for appropriate salary banding. In case of a filled position, the incumbent shall be consulted and allowed to provide input into such changes before they are implemented.

12.03 An employee, on request to their supervisor, shall be provided with a copy of their job fact sheet.

12.04 In the event an employee is reclassified to a classification with a lower basic rate of pay, the employee shall continue to receive their previous basic rate of pay until the basic rate of pay for the lower classification is equal to or greater than their previous basic rate of pay. In the event the Employer changes the allocation of the work being performed by a permanent employee to a classification with a higher basic rate of pay, the employee shall be placed at the appropriate rate in the new salary band.

12.05 Reclassification Process

12.05.1 In the event that an employee considers that their current position is not correctly classified, the employee may apply for reclassification according to Keyano College's Procedure 3.37. Submissions shall be forwarded to the Employer and Union Co-Chair on the committee. If an employee's application to a higher pay band is approved, the change shall take effect from the date the successful application was submitted to the Committee.

12.05.2 Keyano College Procedure 3.37 (Support Staff Classification) shall not be amended without input from CUPE Local 2157.

12.05.3 The Committee shall convene within 30 days of receipt of an application for reclassification.

12.05.4 The Committee shall complete the reclassification within 45 days of receipt of the application.

- 12.06 A job fact sheet shall be provided to all employees upon employment and confirmed in the onboarding checklist. Students shall be provided a job description upon employment and confirmed in the onboarding checklist.

ARTICLE 13 – JOB POSTINGS, PROMOTIONS, TRANSFERS, SECONDMENTS

13.01 Job Posting

When a vacancy occurs or a new position is created of a permanent or project nature within the Bargaining Unit, it shall be posted on all agreed upon bulletin boards noted in Clause 3.09 and on the Keyano Careers Page for five (5) work days for the information of members of the Bargaining Unit. Electronic copies of all postings are to be supplied concurrently to the Secretary of CUPE Local 2157. In the event that a full-time or term position has become vacant and has not been filled within three (3) calendar months of the vacancy, the Employer shall, upon request, provide CUPE Local 2157 with a summary of the status of the competition and the reasons for the delay in filling the position.

13.02 Information

Job posting notices shall contain the following: Title and nature of the position, salary band, job classification, qualifications, required knowledge and education, number of hours of work, whether shift work is required, and the closing date of the competition.

13.03 Selection Procedure

The Parties agree that opportunity for career advancement should increase with length of seniority. Selection shall be carried out in the following sequence:

- First – the College shall interview all qualified applicants from within the Bargaining Unit, then;
- Second – the College may interview qualified applicants from outside the Bargaining Unit, and
- Third – the College shall offer the position to the interviewed candidate possessing the best combination of qualifications, ability and performance.

Where two or more interviewed candidates are judged to be relatively equal in qualifications, ability and performance, the applicant among them having the most seniority shall be offered the position.

- 13.04 The College reserves the right to fill a vacancy on a temporary basis until the position is filled in accordance with this Article. However, temporary, term and casual employees will not be used as long-term replacements for permanent positions.

13.05 Probationary Period

The probationary period for all employees, other than casual, shall be six (6) months. Any absences for periods of five (5) or more consecutive working days may be added to the initial six (6) months probationary period. In addition, if required, the employee's probationary period may be extended up to an additional three (3) months provided the reasons for the extension are given in writing to the employee and the Union.

Should an employee within the initial six (6) months probationary period, through the competition process, be transferred or promoted to another position within the Bargaining Unit, the employee shall serve another probationary period as per this clause.

Upon successful completion of the probationary period, the employee shall become a Permanent employee.

If no performance review has occurred by the end of the sixth (6th) month anniversary date, the employee shall be deemed to have had a positive review.

13.06 Assessment Period for Job Postings and Transfers of Permanent Employees

When a Permanent employee is transferred or is promoted by the College, they shall be assessed for a period of three (3) months. If required, the employee's assessment period may be extended up to an additional three (3) months providing the reasons for an extension are given in writing to the Union and employee.

Upon successful completion of the assessment period, the employee shall be confirmed in the transferred or promoted position. In the event the applicant proves unsatisfactory in the position during the aforementioned assessment period, or if the employee finds themselves unable to perform the duties of the new position, the employee shall be returned to their former position or equivalent position at the previous wage or salary and without loss of seniority.

Any other employee promoted or transferred because of the rearrangement of positions may also be returned to their former position at the previous wage or salary without loss of seniority.

13.07 Acting Incumbency Pay – Union to Union Positions

Acting incumbency pay shall be paid to an employee who is directed to perform the principal duties of a higher-level position on a temporary basis for a period of three (3) consecutive work days or more. An eligible employee shall be paid acting incumbency pay for the total period of acting incumbency, including the three (3) day qualifying period. An employee receiving acting incumbency pay may also be required to perform some of the duties of their regular position.

If an employee is required to fill more than one position within the College due to unfilled positions, acting incumbency pay will apply.

Acting incumbency pay shall be the employee's current salary plus a ten percent (10%) premium of that salary or the rate of the higher-level position, whichever is greater.

13.08 Secondments – Union to Faculty/Administration Positions

Employees may, by mutual agreement, be temporarily seconded to Faculty or Administrative positions. Employees who are seconded to Faculty or Administration positions shall be eligible during their secondment for compensation, holiday, vacation, and medical benefits according to the terms of the Faculty Agreement or relevant College policy, as applicable. When the College proposes to enter into a secondment agreement with an employee, that employee shall have the right to discuss the proposed agreement with a CUPE Local 2157 representative before signing. Seconded employees shall have the right to return to their previous positions at any time during the secondment. Two (2) weeks' notice must be given by either the Employer or the employee of the desire to return to the previous position.

An employee shall only be seconded to a position outside the Bargaining Unit for a maximum period of eighteen (18) months. The employee must return to the Bargaining Unit for a minimum of sixty (60) days before being seconded to another Faculty or Administrative position.

13.09 Permanent employees who accept temporary or term positions shall retain their permanent status, seniority and all rights to the Collective Agreement.

ARTICLE 14 – SENIORITY

14.01 Seniority Defined

Seniority is defined as the length of service in the Bargaining Unit from date of hire. Seniority shall operate on a Bargaining Unit-wide basis. Those employees presently employed within the Bargaining Unit but hired with the Employer prior to certification shall have their seniority effective from the original date of employment. Any authorized leave shall not result in a loss of seniority.

14.02 Seniority List

The College shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be included with the monthly dues check off report (see Clause 3.01) and sent to CUPE Local 2157 by email.

14.03 Employees Initial Hire Seniority

After completion of the probationary period, seniority shall be effective from the original date of employment.

14.04 Loss of Seniority

An employee shall not lose seniority rights if they are absent from work because of sickness, accident, or leave of absence approved by the College.

An employee shall only lose seniority in the event:

- (a) they are discharged for just cause and are not reinstated.
- (b) they resign in writing and do not withdraw their resignation within two (2) days thereafter.
- (c) they are absent from work in excess of three (3) working days without sufficient cause or without notifying the College, unless such notice was not reasonably possible.
- (d) they are laid off for a period longer than twelve (12) months.

ARTICLE 15 – PAYMENT OF WAGES

15.01 Pay days shall be semi-monthly. Employees shall be paid in accordance with the appropriate salary band for their classification, established in Appendix "A" attached to and forming part of this Agreement. On each pay day, each employee shall be provided with electronic access to an itemized statement of wages, overtime and other supplementary payments and deductions.

The Employer shall not make deductions from wages or salary unless authorized by the employee, statute, court order, arbitration order, or by this Agreement.

Overpayment shall be recovered by the Employer after advising the employee. The College shall not initiate recovery of overpayments after six (6) months has elapsed but may initiate recovery of fraudulent overpayments at any time. To avoid potential hardship to employees, reasonable repayment schedules will be established with the Employer, Employee and Union. Repayment shall never reduce an employee's wage to less than minimum wage.

15.02 The payment of wages shall be made by the Employer to the employee as follows:

- 15.02.1 The first pay shall be paid on the 15th day of each month. When the 15th day of a month falls on a Saturday or Sunday, the pay date shall be on the preceding Friday. When the 15th of a month falls on a public holiday as outlined in Clause 19.01, the pay date shall be on the work day immediately preceding the holiday.
- 15.02.2 The second pay of wages shall be made two (2) banking days prior to the end of the month.

15.02.3 Notwithstanding Clause 15.02.1 and 15.02.2, the December month-end payment shall be made two (2) banking days prior to the Christmas holiday period.

15.03 If the Employer enters into an apprenticeship agreement with a new employee or existing employee, the apprentice shall be allowed to attend apprenticeship school as per the Apprenticeship and Industry Training Act. Apprentices shall not lose benefits, seniority, and wages while attending schools as required by the Apprenticeship and Industrial Training Act and/or Branch. However, in consideration of this support, any Training Allowance received by the Apprentice while attending school shall be remitted to the College. Deduction for the Training Allowance shall not occur until the employee is in receipt of the Allowance. The Apprentice shall return service to the College on the basis of two (2) months' service for each month of school attendance. Should the Apprentice fail to return service, the Apprentice shall be liable to repay all or a portion of the benefits and wages received while attending school on a pro-rated basis. The Apprentice shall, in addition to the terms and conditions of this Collective Agreement, also be subject to the terms and conditions of employment upon hiring as set forth in the Policy and Procedure 3.46 - Trades Apprenticeship positions.

ARTICLE 16 – HOURS OF WORK AND REST BREAKS

16.01 The normal work week for all full-time employees shall be thirty-five (35) hours. This normal work week shall consist of five (5) consecutive days of seven (7) hours each day, for a total of thirty-five (35) hours per week.

16.01.1 Part-Time Employee: shall mean an employee who normally works less than thirty-five (35) hours per week.

16.02 A full-time or part-time employee assigned a work day in excess of four (4) hours shall be granted time off for an unpaid meal break. The meal break shall be not less than thirty (30) minutes and not more than one (1) hour, and shall be taken at or near the midpoint of the normal work period or at such other time as may be mutually agreed upon by a majority of the employees in the department or area and the Supervisor.

16.03 A full-time or part-time employee assigned a work day in excess of six (6) hours shall be granted two paid rest periods of twenty (20) minutes each from the time of departure to time of return to the work station, one to be taken before the meal break, and the other to be taken after the meal break. A part-time employee assigned a work day of three (3) hours or more but not exceeding six (6) hours shall be granted one (1) such rest period.

16.04 An employee who is absent from duty without prior authorization shall communicate the reason for their absence to their immediate Supervisor within the following time limits:

- (a) For day shift, prior to or within one-half (1/2) hour of the commencement of the shift.
- (b) For evening, weekend and night shifts, at least two (2) hours prior to the commencement of the shift.

16.05 Working Schedule

The Employer shall set forth the work schedule of each department as required and shall post this schedule showing the hours and days of work of employees in an appropriate place, at least two (2) weeks in advance.

- 16.05.1 If the Employer fails to give the required notice under Clause 16.05 any employees required to work on short notice shall be paid one and one half (1 ½) their regular rate of pay on the first shift of short notice.

Clause 16.05.1 shall not apply if the shift change is initiated by the employee.

- 16.05.2 There must be a minimum of twelve (12) hours rest between work shifts for all employees, except those employees who are on-call and are called into work.

The employee shall be compensated for their regular working hours to maintain the twelve (12) hour rest period and will attend to the remainder of their shift after the twelve (12) hour rest period has elapsed.

Failure to provide at least twelve (12) hours rest between shifts shall result in the payment of overtime for any hours worked during the rest period.

- 16.05.3 On-call employees will be provided a minimum of six (6) hours rest between the last call-out where the employee attended work and when the employee returns for their regular shift hours.

The employee shall be compensated for their regular working hours to maintain the six (6) hour rest period and will attend to the remainder of their shift after the six (6) hour rest period has elapsed.

Failure to provide at least six (6) hours rest between shifts shall result in the payment of overtime for any hours worked during the rest period.

16.06 Modified Work Week

Notwithstanding 16.01, an employee may enter into a mutually acceptable agreement with the Employer to alter their regular work schedule to a modified work week. Any such modified work week shall require the employee to work:

- (a) thirty-five (35) hours during four (4) days or less within a seven-day period,
or
- (b) an average of thirty-five (35) hours per week during a work cycle of up to three (3) weeks.

Longer work cycles, if desired, shall be completed in consultation with the Union.

The hours scheduled shall become the normal hours for that employee.

- 16.06.1 Employees who are on staff at the effective date of this Agreement and who are not presently working a modified work week will not be required to change to a modified work week without their prior written consent, except in emergency conditions.
- 16.06.2 Employees' entitlements to paid leaves (e.g., vacation, sick, statutory holiday leaves) shall neither be increased nor decreased by participation in a modified work week.

ARTICLE 17 – OVERTIME

17.01 All time worked beyond the normal work day or normal work week, or on a holiday, shall be considered overtime and shall be compensated as follows:

- 17.01.1 On a regular work day - employees shall be compensated for all time worked outside the regular work day and shall be paid at the rate of double the regular hourly rate.
- 17.01.2 On a regular scheduled day off - employees shall be paid double time for all hours worked.
- 17.01.3 On a statutory holiday - employees shall be paid double time for all hours worked.
- 17.01.4 All part-time employees who are required to work beyond their scheduled work day or scheduled work week shall be compensated at the regular hourly rate. However, hours worked beyond the regular daily or weekly hours of a full-time employee shall be compensated as provided in Clause 17.01.1 or 17.01.3, as applicable.
- 17.01.5 No employee shall be scheduled for more than seven and one half (7-1/2) hours of overtime in a week without the employee's consent unless for reasons of emergency.
- 17.01.6 Overtime payment on a fraction of an hour of overtime worked, for both cash payment or compensatory time off in lieu of cash payment, shall be calculated to the nearest one-quarter (1/4) hour.

17.02 The Employer shall determine if overtime worked is to be compensated by payment at the dollar rate it was earned, or by compensatory time in hours computed at the overtime rate in effect when the overtime was worked. The utilization of compensatory time off shall be determined by mutual agreement. Failure to agree shall result in compensatory time being added to the vacation period subject to Clause 17.02.1.

17.02.1 Compensatory time off in lieu of payment may be accumulated up to December 31 of each calendar year. Compensatory time off may not be carried forward more than 20 working days into the new year and not later than January 31. Any time not utilized shall be paid to the employee at the prevailing rate in effect at the time of the payout.

17.03 The Union recognizes that the Employer may require an employee to work short periods of overtime, not to exceed fifteen (15) minutes per day, without paying the overtime rate.

17.04 Overtime shall be on a voluntary basis. However, where no suitable employees are available on a voluntary basis, employees may be required to work overtime.

17.05 Wherever practical, overtime and call back time shall be divided equally among employees who are willing and qualified to perform the available work and normally performing those tasks within the Bargaining Unit.

17.06 No shift differential or premium of any kind shall be used in calculating overtime.

17.07 All overtime shall be authorized in advance by the Employer except in situations where there is an imminent danger to life, limb, or property in which case the employee may determine the need for overtime.

17.08 An employee who is called in to work outside their regular working hours shall be paid for a minimum of two (2) hours at applicable overtime rates whenever there is a break between the employee's regularly scheduled hours and the work the employee is called in to do.

17.09 Stand-by Pay

Subject to Clause 17.11, when an employee is required to be immediately available to return to work during a period in which they are not on regular duty, the employee shall be paid a flat amount of thirty-five dollars (\$35.00) for all stand-by periods of twenty-four (24) hours or less.

17.10 An employee who is on standby but who can address the problem by remote access or telephone consultation without reporting to work shall be paid at the applicable overtime rate for all time spent on such remote access or consultation. Time thus spent shall be accumulated during a period of standby and the total shall be rounded up to the next quarter (1/4) hour.

17.11 When an employee, while on stand-by, is unable to report to work when requested, no compensation shall be granted for the twenty-four (24) hour stand-by period during which the employee was unavailable. The employee shall advise the Supervisor if they become unavailable during the stand-by period.

ARTICLE 18 – SHIFT DIFFERENTIAL

18.01 A shift differential of one dollar (\$1.00) per hour shall be paid for any hours worked between the hours of 1800 and 0700.

18.02 A weekend premium of one dollar (\$1.00) per hour to be paid for all hours worked between 2300 on Friday and 0700 on Monday.

18.03 18.01 and 18.02 are mutually exclusive.

18.04 Overtime does not apply to shift differential or premiums of any kind.

ARTICLE 19 – PAID HOLIDAYS

19.01 Employees are entitled to one day's paid leave for each of the following holidays:

New Year's Day	August Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

And each of the three days taken between December 27th and December 31st each year.

19.02 When a day designated as a holiday under Clause 19.01 falls during an employee's work week and an employee is not required to work, the employee shall be granted holiday leave on the day observed as the holiday.

19.03 When a day designated as a holiday under Clause 19.01 falls on an employee's regularly scheduled day of rest, and the employee is not required to work, the employee shall be granted holiday leave on the first regularly scheduled work day following the holiday.

19.04 Notwithstanding Clause 19.02 and 19.03, an employee employed in a continuous operation whose regular day off falls on an observed holiday shall receive another day off in lieu at their regular rate. The day off shall be determined by mutual agreement between the employee and the Employer.

19.05 If an employee is on leave without pay in excess of thirty (30) calendar days they shall not be entitled to pay for the paid holiday(s) occurring in that period.

ARTICLE 20 – ANNUAL LEAVE

20.01 An employee shall receive an annual vacation with pay in accordance with their years of employment as follows:

- Less than one year – 1 1/4 working days for each month.
- One year or more – 1 1/4 working days for each month.
- For the month of the 3rd anniversary and each month thereafter – 1 2/3 working days for each month.
- For the month of the 9th anniversary and each month thereafter – 2 1/12 working days for each month.
- For the month of the 15th anniversary and each month thereafter – 2 1/2 working days for each month.

Annual vacation credits shall be accrued from the anniversary date of employment in a Term or Permanent position.

20.01.1 An employee shall not accrue vacation entitlements during absences (other than annual vacation or Union leave) which exceed 22 consecutive work days.

20.02 All calculations that result in fractional work days shall be rounded out to the next half or full day, whichever applies, at the end of the year.

20.03 If one or more paid holidays falls during an employee's annual vacation period, these days shall not be calculated as Vacation Leave.

20.04 An employee may take vacation entitlement to the extent of their earned entitlement. Vacation leave may be taken in one continuous period or in separate periods. Such vacation leave shall be taken at a minimum period of one half (1/2) day of earned leave.

20.05 Vacation Leave in respect of each year of service shall be taken at such time or times as may be approved by the Employer, upon written application by the employee. The Employer shall respond in writing to the employee.

20.06 Vacation credits accrued during the fiscal year of July 1st to June 30th shall be used on an annual basis by August 31st of the next fiscal year.

Carryover of vacation credits beyond August 31st may be considered for exceptional circumstances.

Employees can borrow up to the equivalent of five (5) days of accrual of vacation days from the current fiscal years' vacation credits.

Should an employee who has borrowed future vacation credits leave the employment of Keyano College before having accrued the borrowed vacation, repayment of the borrowed vacation will be taken from the final paycheque. Further owing funds will be paid to the Employer within thirty (30) days of last day of employment, or further action may be taken.

Employees who refuse to use their annual leave credits will be scheduled by their direct supervisor to take time to ensure the credits are utilized.

- 20.07 Where an employee is allowed to take any leave of absence in conjunction with vacation leave, the Annual Leave credits must be exhausted first. Exceptions are sick leave, maternity leave or parental leave.
- 20.08 An employee who resigns their service or who is terminated shall receive vacation pay in lieu of such vacation earned but not taken.
- 20.09 Once vacations are authorized, they shall not be changed, other than in cases of emergency, except by mutual consent.
- 20.10 An employee shall not be paid cash in lieu of vacation earned, except upon termination in which case they shall receive vacation pay for vacation earned but not taken. An exception may be made by the Employer for cash payment upon written request by the employee.
- 20.11 The Employer shall, subject to the operational requirements of the College, grant an employee, upon request, at least two (2) weeks of their annual vacation entitlement during the summer months. The summer months shall mean the period from June 1st to September 15th. Applications shall be submitted for approval on the designated application forms by March 15th or earlier deadline as may be established in each department. The supervisor shall respond in writing within fifteen (15) calendar days after the deadline considering the difficulty in accommodating the number of specific vacation requests. If the supervisor fails to respond within the fifteen (15) day time limit, the employee may apply directly to the next level of supervision. Notwithstanding these specific dates, special circumstances may be taken into consideration.

ARTICLE 21 – LEAVE OF ABSENCE WITH PAY

21.01 Bereavement Leave

An employee shall be granted five (5) working days off with pay plus up to three (3) additional days for required travel as per Employer policy in the event of the death of any of the following relations of an employee or spouse: spouse (including partner, common-law partner, or same-sex partner), fiancé(e), parents, guardian, grandparents, grandchild, son, daughter, brother, sister or the husband or wife of any of them or a person permanently residing in the employee's household or with whom the employee permanently resides. Exceptions to the aforementioned list of designated relations may be considered by the Employer. The employee may be requested to provide proof of such leave requests.

21.02 Witness and Jury Duty

An employee who has been subpoenaed to appear at a legal proceeding as a witness or a juror on a working day, during their regular hours of work, shall be allowed the required time off without loss of pay at the employee's rate of pay, provided that any wage replacement or conduct money, exclusive of travel expenses, paid to the employee for such an appearance is given to the Employer.

21.03 Calendar Maximum

The combined maximum length of time granted or taken under Clauses 21.04 to 21.11 per calendar year shall not exceed ten (10) working days.

21.04 Special Leave

An employee may be granted leave of absence with pay and without loss of seniority or benefits when it is requested for good and sufficient reason. Applications for Special Leave shall be in writing, on the designated Special Leave Request form, to the immediate Supervisor. Should a request for Special Leave be denied, the reason for denial shall be provided to the employee.

21.05 Administration of Estate

In addition to Clause 21.01, an employee shall be granted one (1) working day off with pay plus two (2) days for out of province travel if necessary to act as an executor of the estate for any person stated in Clause 21.01 (Bereavement Leave).

21.06 Pall Bearer or Mourner

An employee shall be granted one (1) working day off with pay, to attend a funeral as a pall bearer or as a mourner at the funeral of an aunt, uncle, niece, or nephew.

21.07 Disaster Conditions

An employee shall be granted two (2) working days off with pay in the event of a disaster (flood, fire, etc.) which cannot be covered by others or attended to by the employee during off duty hours.

21.08 Approved Courses

An employee shall be granted time off with pay to prepare for and write examinations for courses approved by the Employer to a maximum of one (1) day per occurrence.

21.09 Birth or Adoption Proceedings

Upon reasonable notice being given to the Employer, an employee may be granted five (5) working days off, with pay, to attend the birth or adoption proceedings of their child.

21.10 Canadian Citizenship

An employee shall be granted one (1) working day off, with pay, to attend formal hearings to become a Canadian Citizen.

21.11 Personal Leave

An employee shall be granted up to three (3) working days off per calendar year, with pay, to attend to personal business after one (1) full year of service.

ARTICLE 22 – MATERNITY AND PARENTAL LEAVE

22.01 An employee who has been employed at least ninety (90) days is entitled to sixteen (16) weeks of maternity leave and up to sixty-two (62) weeks of parental leave without pay in accordance with the Alberta Employment Standards Code, and may be granted additional parental leave by mutual agreement with the College.

22.02 The College Human Resources Department and the Union shall each provide an electronic reference of the Employment Standards Code for reference by employees.

22.03 An employee on maternity or parental leave shall continue to accrue seniority.

22.04 The Employer shall continue coverage on Alberta Health Care and Supplemental Health Care for an employee on maternity or parental leave providing that the employee pre-pay their portion of the premium in advance of taking leave. Should an employee not return from maternity or parental leave, the employee shall reimburse the College for the College's portion of the premium payments.

22.05 An employee who has completed one (1) year of service and resigns for maternity reasons and who is re-employed in any capacity within six (6) months from the date of her resignation shall be considered to have been on leave without pay but for the purpose of Vacation Leave shall be treated like a new employee.

ARTICLE 23 – LEAVE OF ABSENCE WITHOUT PAY

23.01 Leave of Absence Without Pay

An employee may be granted leave without pay upon application by the employee or the Union.

23.02 Pay During Union Leave

An employee shall receive the pay and benefits provided for in this Agreement when on Union Leave. The Union shall reimburse the Employer for all pay and benefits during the period of absence upon receipt of an invoice.

23.03 Time off for Union Business – Union Executive

Upon request, members of the Union Executive shall receive the pay and benefits provided for in this Agreement when on Union business at the rate of two (2) day's pay per month. However, the Union shall reimburse the Employer for all pay and benefits during the absence.

23.04 Union Leave

The Union shall advise the Employer ten (10) working days in advance for Union leave requests. Every effort shall be made to advise immediate Supervisors of anticipated Union Leave absences.

23.05 An employee may be granted leave without pay for educational purposes as per the Employer's Policy and Procedure.

23.06 Participating in Public Affairs

The Employer recognizes the right of an employee to participate in public affairs.

Therefore, upon written request, the Employer shall allow leave of absence without pay so that the employee may be a candidate in a Municipal, Federal or Provincial election. Employees may continue benefits through the Employer at the employee's cost. If elected, the employee shall be granted unpaid leave of absence without loss of seniority for the term of the elected office.

23.07 Union Positions

23.07.1 In the event of an employee being elected to a full-time executive position to a National or Provincial Labour Organization to which the Local Union is affiliated to or chartered by, they shall be given leave of absence without pay for a period of up to two (2) years and extended in the event of re-election. Pay may be accessed as per Clause 23.02.

23.07.2 Leave of absence without pay for full-time or part-time Union employment shall be granted under the following conditions:

- (a) In the event that an employee becomes a full-time or part-time official of the Local Union, they shall be granted leave of absence for the purpose of carrying out the duties of their office. Such leave shall be deemed not to interrupt the employee's continuity of service.

Upon notification of not less than one (1) month to the Employer, the employee will be reinstated in the position vacated, if available, or in another position mutually acceptable.

Upon application, the Employer shall agree to allow leave of absence for full-time duties with the CUPE National Organization for up to one (1) year and may be extended in writing with thirty (30) days' notice.

Thirty (30) days' notice before commencement of such full-time duties and thirty (30) days' notice before return to work shall be provided. The Employer agrees to provide an equivalent paid position upon return of such a person.

Pay shall be in accordance with Clause 23.02.

23.08 Domestic Violence Leave

All employees shall be granted up to ten (10) days of unpaid leave per year without loss of benefits or seniority, if addressing a situation of domestic violence.

23.10 Critical Illness of a child

An employee shall be granted an unpaid leave of absence of up to thirty-six (36) weeks for parents of critically ill or injured children, without loss of seniority.

23.11 Critical illness of an adult

An employee shall be granted an unpaid leave of absence of up to sixteen (16) weeks for the critical illness of an adult who is a family member as defined in the Alberta Employment Standards Code, without loss of seniority.

23.12 Compassionate Leave

The Employer shall grant an unpaid leave of absence up to twenty-seven (27) weeks without loss of seniority to an employee who has been approved for Compassionate Care Benefits pursuant to the Employment Insurance Regulations.

Requests for compassionate leave are to be made in writing and submitted two (2) weeks in advance of the leave. Where possible and reasonable, the leave shall be granted sooner than the two (2) weeks.

Leave will be available for multiple week installments within the period outlined in the medical certificate.

End date of the leave will be the date of death of the family member or the end of twenty-seven (27) weeks, whichever is earlier.

23.13 Death or Disappearance of a Child

Employees whose child disappeared as a result of a crime will be granted a leave of absence of up to fifty-two (52) weeks without pay and without loss of seniority.

Employees whose child died as a result of a crime will be granted a leave of absence of up to one hundred and four (104) weeks without pay and without loss of seniority.

23.14 Denials of any paid or unpaid leave of absence shall be in writing to the employee.

ARTICLE 24 – SICK LEAVE

24.01 Casual Illness

"Casual Illness" means an illness of the employee, spouse (including partner, common-law partner, or same-sex partner and fiancé(e)), or the employee's child which causes an employee to be absent from duty for a period of three (3) consecutive work days or less, and includes medical or dental treatment requiring an absence of one-half (1/2) day or longer which has been given prior authorization by the Employer.

24.01.1 An employee in their first year and in each subsequent year of employment shall be allowed a maximum of twelve (12) work days of Casual Illness leave with pay. Each day, or portion, of Casual Illness shall be deducted from the remaining Casual Leave allowance for that year of service.

24.02 General Illness

"General Illness" means an illness which causes an employee to be absent from duty for a period of more than three (3) consecutive work days but shall not exceed sixty (60) consecutive work days or three (3) consecutive months, whichever is the shorter period. General Illness Leave shall be in addition to any Casual Illness Leave entitlements specified in Clauses 24.01 and 24.01.1.

An employee at the commencement of each year of employment shall be entitled to General Illness Leave at the specified rates of pay in accordance with the following sub-clauses, and the application of such General Illness Leave shall be as set out in accordance with Clause 24.02.2.

24.02.1 (a) Illness commencing in the first calendar year of employment, but following the first six (6) months of employment; 100% of normal salary for each of the first ten (10) work days of illness and 70% of normal salary for each of the next fifty (50) work days of illness.

- (b) Illness commencing in the second calendar year of employment; 100% of normal salary for each of the first fifteen (15) work days of illness and 70% of normal salary for each of the next forty-five (45) work days of illness.
 - (c) Illness commencing in the third calendar year of employment; 100% of normal salary for each of the first twenty-five (25) work days of illness and 70% of normal salary for each of the next thirty-five (35) work days of illness.
 - (d) Illness commencing in the fourth calendar year of employment; 100% of normal salary for each of the first thirty-five (35) work days of illness and 70% of normal salary for each of the next twenty-five (25) work days of illness.
 - (e) Illness commencing in the fifth calendar year of employment; 100% of normal salary for each of the first fifty (50) work days of illness and 70% of normal salary for each of the next ten (10) work days of illness.
 - (f) Illness commencing in the sixth calendar year or any subsequent calendar years of employment; 100% of normal salary for each of the first sixty (60) work days of illness.
 - (g) For purposes of Clause 24.02.1 "employment" includes salaried employment and also any prior employment provided that there is no break in College service.
- 24.02.2 (a) Subject to Clause 24.02.2 (b), an employee who returns to active work with no medical limitations or condition after a period of General Illness of not more than sixty (60) consecutive working days or three (3) consecutive months, whichever is the shorter period shall have any illness leave days used for which normal salary was paid at the rate of 100%, reinstated for future use at the rate of 70% of normal salary, within the same year of employment. General Illness Leave days used for which normal salary was paid at the rate of 70% shall be reinstated for future use within the same year of employment, at the rate of 70% of normal salary.
- (b) If the employee suffers a relapse, complication or recurrence of the same illness without first completing fifteen (15) consecutive days of normal work, there shall be no reinstatement of the used General Illness Leave.
- 24.02.3 For purposes of this Article, the maximum period of continuous absence recognized shall be sixty (60) consecutive work days' or three (3) calendar months, whichever is the shorter period. Absences due to

illness or disability in excess of that period shall be subject to Clause 24.05.

24.02.4 When a day designated as a Paid Holiday under Article 19 falls within a period of General Illness, it shall be debited as a day(s) of illness and under no circumstances shall an employee be authorized both a day(s) illness and a holiday(s) for the same day(s).

24.02.5 Illness During Vacation Period

If an employee is hospitalized while on their earned vacation, the days of hospitalization shall not be considered as vacation but shall be considered as sick time if they produce a certificate signed by a qualified medical practitioner.

24.02.6 An employee, during an extended period of General Illness, may be required to periodically provide an acceptable medical certificate indicating the need to remain off duty and an anticipated return to work date. Prior to return to active work the employee may be required to provide an acceptable medical certificate indicating the employee is capable of performing their regular required duties on a normal basis or any limitations that may exist. The Employer shall reimburse the employee for any physician's fee charged for such a certificate.

24.03 The Parties agree that Casual and General Illness benefits as provided in Clause 24.01 and 24.02 are intended only for the purpose of protecting an employee from loss of income when the employee is ill or suffers a non-work-related injury.

24.04 Proof of Illness

The employee may be required, with prior notice, to provide an acceptable medical certificate upon return to work from casual illness. The employee shall be required to provide an acceptable medical certificate upon return to work from general illness. The Employer may also require the employee to submit proof of attendance at a medical, dental or optical appointment when time off from work is granted to attend such appointments.

The Employer will pay the fee for any additional certificate requested by Management.

24.04.1 The Employer may require that an employee be examined by an independent doctor of the employee's choice from a list of no less than three (3) doctors or specialists provided by the Employer in consultation with the Union:

- (a) in the case of prolonged or frequent absence due to illness, or,
- (b) when it is considered that an employee is unable to satisfactorily perform their duties due to disability or illness.

The cost of such examination shall be borne by the Employer. The reasons for such examination shall be given to the employee in writing.

In all cases, the employee shall then instruct the doctor or specialist to advise the College Nurse as to the employee's ability to satisfactorily perform their duties.

24.05 Long Term Disability

The Employer shall provide a Long-Term Disability (LTD) Plan for eligible employees and shall pay the required premiums.

24.05.1 In order to be eligible, employees must be:

- (a) full-time permanent employees, or
- (b) full-time probationary employees, or
- (c) full-time term employees in their second or subsequent year of service, or
- (d) part-time permanent employees working a minimum of twenty-five (25) hours per week, or
- (e) part-time probationary employees working a minimum of twenty-five (25) hours per week, or
- (f) part-time term employees in their second or subsequent year of service, working a minimum of twenty-five (25) hours per week.

Eligibility requirements and coverage may be changed by the carrier of the Plan, but such change shall not be initiated in any way by the Employer except by mutual agreement by the Employer and the Union.

"Year of service", when applied to a term employee for the purposes of this Clause, means the term of the employee's contract of employment with the College, provided that the term is not less than 8 months, and not more than 12 months.

24.05.2 An eligible employee who becomes ill or disabled and who, as a result of such illness or disability is absent from work for a period of sixty (60) consecutive work days or three (3) consecutive months, whichever is the shorter period, may apply for Long Term Disability benefits as provided under the LTD Plan. The final ruling as to whether or not the claimant's disability is of a nature which is eligible for benefits within the interpretation of the provisions of the Plan shall be made by the third-party claims' adjudicator.

24.05.3 Long Term Disability benefits payable under the provisions of the LTD Plan shall entitle an employee with a qualifying disability to a total income, from sources specified under the plan, of not less than seventy percent (70%) of their normal salary, to a maximum normal benefit of four thousand dollars (\$4,000.00) per month. "Normal salary" is the employee's regular salary earned as a College employee at the date of the commencement of absence.

ARTICLE 25 – MEDICAL BENEFITS & COMPENSATION

25.01 The Employer shall contribute eighty percent (80%) of the cost of premiums for Alberta Health Care Insurance Commission Plan. The Employer shall contribute eighty percent (80%) of the cost of premiums for a compulsory Supplemental Health Care plan, including Vision Care, covering approximately eighty percent (80%) of prescription drug costs utilizing a "credit card" type system. The Vision Care Insurance shall pay a maximum of three hundred dollars (\$300.00) per employee and for each dependent of the employee every two (2) years.

25.02 All full-time term employees who have worked three (3) consecutive years, shall have the option of extending up to a maximum of five (5) months their Alberta Health Care and Supplemental Health Care benefits until the commencement of a subsequent term position provided the employee(s) shall pre-pay their portion of these benefits. For purpose of this Clause only, a year shall be defined as at least eight (8) consecutive calendar months.

25.03 Health Spending Account

The Employer shall provide a Health Spending Account for each employee that adheres to Revenue Canada Agency requirements, in the amount of five hundred dollars (\$500.00), payable January 1 of each year. Any unused balance from each such payment may be carried over into the next year, but not into a third year. For ninety (90) days following termination of employment with Keyano College for any reason, a former employee may apply for reimbursement of eligible expenses incurred during the period of employment.

25.04 Workers' Compensation Supplement

If the employee sustains an injury in the course of their duties with the College, and which causes them to be absent from work and as a result is eligible to receive Workers' Compensation, the employee shall be paid their regular full salary for the periods outlined hereunder:

<u>Term of Employment</u>	<u>Eligibility Period</u>
Up to and including four (4) years	60 days
Five (5) to nine (9) years	90 days
More than nine (9) years	120 days

- 25.04.1 Upon expiry of an employee's eligibility for full salary, it shall be the employee's option to share the costs of benefits with the Employer on the same basis as an active employee.
- 25.05 If the employee has not returned to work due to injury when their eligibility period has expired, the employee shall then be paid according to the rate prescribed by the Workers' Compensation Act and shall be paid any benefit to which the employee might be entitled under the provisions of the Long-Term Disability Plan.
- 25.06 The eligibility period specified in Clause 25.04 shall not apply in the event of a recurrence of a disability due to a previously claimed injury unless the employee has not used the total eligibility period in which case the unexpired period of eligibility may be applied.
- 25.07 The Employer shall consult with CUPE Local 2157 before changing an insurance provider, before initiating changes in insurance policy coverage or language, or promptly on receiving the notice of proposed changes initiated by the insurance provider.

ARTICLE 26 – DENTAL PLAN

- 26.01 An employee who occupies a full-time permanent or full-time term position or a part-time permanent position and who has completed six (6) calendar months of employment with no break of employment exceeding ninety (90) days and no employee-initiated break of any length shall be eligible to participate in the Dental Plan, subject to the terms of the Plan.
- 26.02 An eligible employee's dependent shall be covered under the Plan provided that person is:
- 26.02.1 the employee's legal spouse, or
 - 26.02.2 the employee's common-law spouse, partner, same sex partner or fiancé(e) as defined in the Plan, or
 - 26.02.3 an unmarried child of the employee and/or the employee's spouse (including partner, same sex partner, common law partner, or fiancé(e)), including any stepchildren or adopted child, who is:
 - (a) under 21 years of age, or
 - (b) over age 21 but less than age 25 and is a registered student in full-time attendance in the Alberta Public School system or at a university or similar institute of learning, or
 - (c) of an age and incapable of self-sustaining employment by reasons of mental or physical handicap, and in all cases is chiefly

dependent on the employee for financial support and maintenance.

- 26.03 The Plan shall be funded one hundred percent (100%) by the Employer. The Dental Plan shall provide 80% of Basic Services and 50% of Major Restorative Coverage (maximum basic – and – major annual benefit of \$2,500 per person) and 50% Orthodontic Coverage (maximum lifetime benefits \$2,750 per person) and 50% Specialist Coverage.
- 26.04 The insurer shall determine the claims and administrative procedure necessary to implement and maintain the Plan. The Union shall be informed of such procedures prior to their implementation.
- 26.05 An employee information brochure on the Dental Plan shall be available to each eligible employee.
- 26.06 The Employer shall provide the Union with a copy of the Dental Plan document and shall not initiate any changes to the benefits provided by the Plan without the written consent of the Union.

ARTICLE 27 – INSURANCE

27.01 Group Life

- 27.01.1 Participation in the Group Life Insurance Plan is a condition of employment for all eligible employees.
- 27.01.2 The Employer shall pay the full premium cost of insurance for employees eligible to participate in the Group Life Insurance Plan.
- 27.01.3 The Schedule of Insurance for an employee who is eligible to participate shall be two and one-half (2 1/2) times regular annual salary rounded out to the next highest one thousand dollars (\$1,000.00) up to a maximum coverage of two hundred and fifty thousand dollars (\$250,000.00).

27.02 Travel Accident Insurance

The Employer shall maintain a Master Insurance Policy for all employees covered by this Agreement that provides insurance coverage at ten (10) times regular annual salary rounded out to the next highest one thousand dollars (\$1,000.00) up to a maximum principal sum of five hundred thousand dollars (\$500,000.00) in the event of accidental death, or dismemberment, resulting from injury occurring while travelling on College business. The total premium cost of this Policy shall be paid by the Employer.

27.03 General Liability Insurance

The Employer shall provide general liability insurance coverage for all employees covered by this Agreement while engaged in the scope of their regular work duties. Coverage provided would be in accordance with the terms and conditions of the General Liability Policy of which the Employer is the Policyholder.

27.04 Personal Property Insurance

The Employer shall provide confirmation of an insurance policy covering personal property of employees that is required to be used on College premises as part of employment responsibilities. The extent of coverage and the deductible shall be set out and shall be in accordance with the terms of the insurance policy, as determined by the Employer in consultation with the carrier. For the current term the coverage is forty thousand dollars (\$40,000.00), with a deductible of five hundred dollars (\$500.00).

ARTICLE 28 – LOCAL AUTHORITIES PENSION PLAN (LAPP)

28.01 The following employees shall participate in the LAPP from date of hire:

- (a) Permanent full-time employees,
- (b) Probationary employees in full-time permanent positions.
- (c) Eligible full-time term employees in their second or subsequent term, and
- (d) Any other employees whose participation is required by LAPP Regulation.

28.02 Salaried employees other than those listed in Clause 28.01, whose participation is permitted by LAPP regulation may, at their discretion, participate in LAPP. Any decision to participate is irrevocable. Employees will be informed of this option at time of hire.

28.03 The Employer will provide information about LAPP including the LAPP website to all applicable employees at the time of hire.

ARTICLE 29 – PARKING

29.01 Wherever practical, an employee shall have access to parking on College property. The Employer agrees that current parking rates will not be increased without prior consultation with the Union.

ARTICLE 30 – EXPENSES

- 30.01 Reasonable approved expenses incurred by an employee in the course of their employment on College business shall be paid by the Employer. Eligible expenses for accommodation, transportation and meals shall be paid in accordance with the Employer's Travel Policy.
- 30.02 Managers who authorize travel on College business, including training and other work-related activities, outside the Regional Municipality of Wood Buffalo are expected to select the most appropriate means and timing of travel, taking into account safety, operational needs and the normal work hours of the employee concerned.

ARTICLE 31 – TOOLS AND CLOTHING EXPENSE

- 31.01 The Employer shall supply all tools and equipment required by the employees, as deemed necessary by the Employer.
- 31.02 Where required in the course of their employment, employees shall be supplied with protective clothes such as smocks, coveralls, acid resistant coveralls, hard hats, work mitts or gloves and rain capes. Employees shall be supplied with fire retardant coveralls and/or winter coveralls. These coveralls shall be replaced upon surrender of their unserviceable pair of coveralls. The number of coveralls or smocks issued to tradespeople shall be limited to three (3) sets in a year. The Employer is required to clean smocks issued to staff operating office equipment and duplicating machines.
- 31.03 An employee who needs to wear corrective eyeglasses and who is required for safety reasons to wear safety glasses shall be reimbursed on submission of receipt once every two (2) years for the cost of purchasing prescription safety glasses, to a limit of three hundred dollars (\$300.00). The cost of the vision examination shall not be paid under this Clause but may be eligible for full or partial reimbursement under the Vision Care Plan.
- 31.04 An employee who is required to wear safety footwear in the course of their employment shall be reimbursed on submission of receipt once every year for the cost of purchasing safety footwear, to a limit of two hundred dollars (\$200).
- 31.05 All custodians shall be supplied with a maximum of three (3) uniform tops (shirts/blouses) yearly. Cleaning and maintenance of these tops shall be the employees' responsibility. The wearing of these tops shall be mandatory.

The Employer shall also have protective clothing (smocks and coveralls) available to the custodial workers on an "as required" basis.

ARTICLE 32 – NOTICE OF RESIGNATION

- 32.01 All permanent, probationary and term employees are required to provide the Employer with ten (10) work days prior written notice of resignation to retain a good standing with the Employer.
- 32.02 An employee who absents them-self from their employment and who has not informed the Employer in accordance with Clause 16.04 shall after three (3) consecutive days of such unauthorized absence be considered to have abandoned their position and shall be deemed to have resigned, unless it is subsequently shown by the employee that special circumstances prevented them from reporting to or communicating with their place of work.

ARTICLE 33 – LAYOFF, ABOLISHMENT AND RECALL

33.01 Notice of Layoff or Abolishment of Position

In the event of a layoff of non-permanent employee(s), and of permanent employee(s) occupying permanent positions where the layoff is for a period which is expected to be less than twelve (12) months, the Employer shall notify CUPE Local 2157 and the employee(s) to be laid off fifteen (15) working days prior to the effective date of layoff or shall make payment in lieu of such notice. The foregoing shall not apply in the case of dismissal for just cause.

- 33.02 In the event of a layoff of a permanent employee(s) occupying permanent positions, and in which the layoff extends, or is expected to extend, beyond twelve (12) months, the Employer shall notify the employee(s) and CUPE Local 2157 in writing thirty (30) calendar days in advance of the termination or permanent lay-off.

A permanent employee whose position is abolished or permanently laid off and who cannot be placed in another position with the Employer within thirty (30) days of such notice shall be eligible for severance pay as follows:

- (a) Three (3) weeks, if the employee has been employed by the Employer for at least twelve (12) months but less than two (2) years;
- (b) Six (6) weeks, if the employee has been employed by the Employer for at least two (2) years but less than four (4) years;
- (c) Twelve (12) weeks, if the employee has been employed by the Employer for at least four (4) years but less than six (6) years;
- (d) Eighteen (18) weeks, if the employee has been employed by the Employer for at least six (6) years but less than eight (8) years;
- (e) Twenty-four (24) weeks, if the employee has been employed by the Employer for at least eight (8) years but less than ten (10) years;

- (f) Twenty-six (26) weeks, if the employee has been employed by the Employer for at least ten (10) years but less than sixteen (16) years,
- (g) Thirty (30) weeks, if the employee has been employed by the Employer for sixteen (16) years or more,
- (h) Reimbursement, on production of receipts, to a limit of two thousand five hundred dollars (\$2,500.00), for moving expenses incurred within twelve (12) months from the date of termination or permanent layoff.

Any payment under Clause 33.02 (a) to (h) shall be paid at the last working day. Upon request, the payment can be made to an RRSP as directed by the employee.

33.03 Employees who have been given notice in compliance with Clause 33.01 shall:

- (a) First be offered any available permanent vacancy for which the employee has the required qualifications. The employee will have one calendar week to accept or reject such vacancy.
- (b) Be able to bump an employee having the same job functions and classification as the abolished position who has the least seniority (14.01) providing the more senior employee has the qualifications to fill the position.
- (c) If an employee is placed through any of the procedures above, the posting provisions under Clause 13.01 will not apply.
- (d) Temporary, Casual, Term or Student Employees in the same work area, who spend the majority of their time doing the same or similar work as the employee subject to layoff shall be terminated before the permanent employee is laid off.

33.04 Employees who have been given notice in compliance with Clause 33.02 shall, during the notice period, retain their status as permanent employees and their contractual right to participate in Employer-sponsored benefit plans, unless they terminate their employment by resignation.

33.05 Employees who have been given notice in compliance with Clause 33.02 shall, for six (6) months following the date notice was given, be eligible to enroll tuition-free in an upgrading, Continuing Education, or credit program of up to twelve (12) months in length, offered by Keyano College. Any employee so enrolling shall meet all normal admission requirements and shall assume responsibility for all non-tuition costs, such as equipment, books, and student association fees. The College is not required to turn away a fee-paying student to create space.

33.06 Recall

A permanent employee who is laid off, pursuant to Clause 33.01, for a continuous period of up to twelve (12) months shall retain their seniority and the right of recall, provided they have the demonstrated ability and qualifications to fill the position to

which they are recalled. It is the employee's responsibility to keep the College apprised of the employee's current address during any period of recall.

- 33.07 A non-permanent employee who is laid off, pursuant to Clause 33.01, for a continuous period of up to twelve (12) months shall retain their seniority and the right of recall until the originally-anticipated date of termination or for six (6) months, whichever is longer, provided they have the demonstrated ability and qualifications to fill the position to which they are recalled. It is the employee's responsibility to keep the College apprised of the employee's current address during any period of recall.
- 33.08 Upon notice of recall, an employee shall be required to return to work within fifteen (15) working days of the date the notice was received. Failure to return to work shall result in the elimination of any right to recall.
- 33.09 No permanent employees shall be hired until those laid off who have the required qualifications to fill the positions have been given the opportunity of recall.

ARTICLE 34 – PERSONNEL FILE

- 34.01 An employee shall have the right to review their entire personnel file by appointment and has the right to respond in writing to any document contained therein. Such a reply shall become part of the file. Upon review of the personnel file by the employee, the employee shall advise Human Resources in writing as to which selected items in the personnel file, they wish to have a copy of. Human Resources shall provide the requested copies as soon as possible.
- 34.02 Past disciplinary infractions shall be deemed void after twenty (20) months.
- 34.03 Non-disciplinary letters, (i.e. Letters of Expectation) shall be removed from the employee's personnel file after eighteen (18) months.

ARTICLE 35 – RETROACTIVITY

- 35.01 Any employee employed during the term of this Agreement shall receive payments of salaries retroactively to the effective date of agreement. Employees who have retired or terminated during the term of the Agreement shall receive retroactive payments provided such employees apply for the same within sixty (60) days of the date of ratification by both parties of the Agreement.
- 35.02 If an employee is red-circled before the date of ratification, such employees will receive retroactive payment for any wage increases effective for the time period before they were red-circled.

LETTER OF UNDERSTANDING #1

BETWEEN

KEYANO COLLEGE

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2157

RE: Salary Grid Definition

The purpose of job classification is to provide a consistent, equitable means by which to evaluate a position and place it on the salary grid. The system provided by Watson Wyatt will be the base upon which the classification committee will function. Placement of a position on the grid is tied directly to the job fact sheet developed for each position. The job fact sheet shall state all the responsibilities and duties that are to be conducted by the employee. If the job fact sheet is substantially changed, it shall be submitted to the classification committee for review and placement in accordance with Clause 12.01.

The classification committee shall consist of four persons, two each from Administration and CUPE 2157. This committee shall meet as required. Each group shall be responsible for maintaining the necessary training for its representatives.

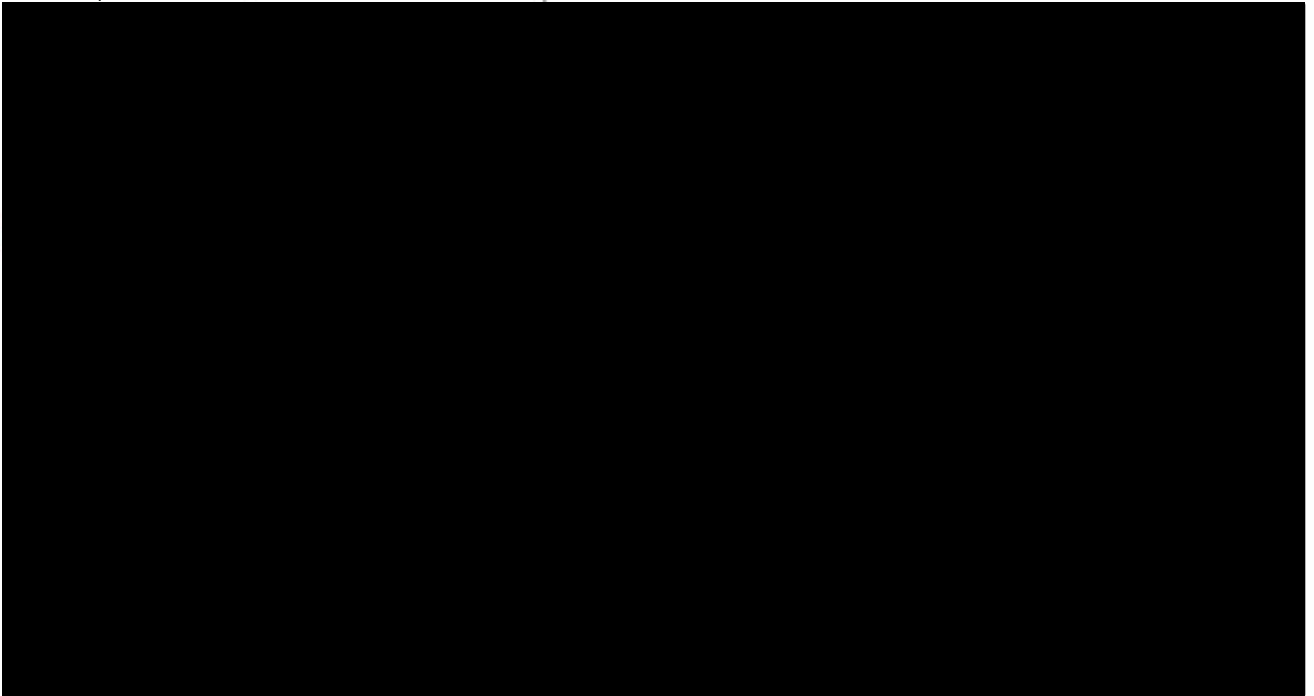
The salary grid for each division contains up to eight salary bands, representing different levels of evaluation. Each band contains five salary steps. Step 1 is the start rate, Steps 2, 3 and 4 represent successive years of service, and the last step is a Long Service Increment.

Lateral progression through the salary grid reflects service. Any restriction to lateral movement may be challenged under Clause 11.01 of the Collective Agreement.

Vertical progression may be achieved through promotion to a higher-banded position or through re-evaluation of an employee's current position as a result of change in responsibilities. When an employee is moved to a higher salary band, there shall be no reduction in salary.

SIGNED, SEALED AND DELIVERED
in the presence of:

KEYANO COLLEGE (BOARD OF GOVERNORS)



LETTER OF UNDERSTANDING #2

BETWEEN

KEYANO COLLEGE

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2157

RE: Living Allowance

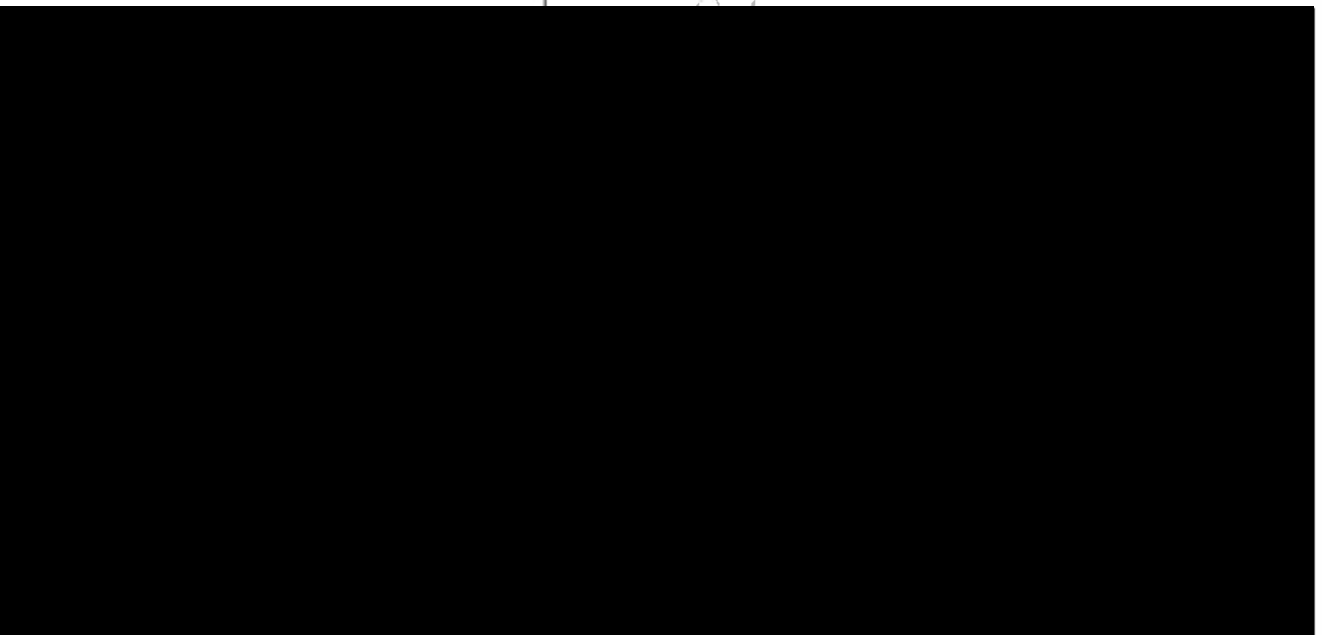
The Employer agrees that all full-time employees shall be paid a living allowance according to the guidelines set by the Government of Alberta as it pertains to the cost of living in Fort McMurray, Municipality of Wood Buffalo. This amount at present is one thousand and forty dollars (\$1,040.00) paid on a monthly basis.

Part time employees shall be paid a pro-rated portion based upon their hours of work on a monthly basis.

The Employer shall make every reasonable effort to give employees at least sixty (60) days' notice of any decrease in the amount of the living allowance.

SIGNED, SEALED AND DELIVERED
in the presence of:

KEYANO COLLEGE (BOARD OF GOVERNORS)



LETTER OF UNDERSTANDING #3

BETWEEN

KEYANO COLLEGE

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2157

Re: Defined Job Responsibilities

It is agreed between the parties that if employees are directed to perform duties and responsibilities other than those outlined in the Job Fact Sheet, they will update the Job Fact Sheet to reflect these changes. This may result in a review of the Job Classification.

If there is no agreement between employee and supervisor in regard to additional duties, the matter shall be referred to the Executive Director of Human Resources for mediation.

An employee who does not accept the decision of the Executive Director of Human Resources may initiate a grievance commencing at Level 2.

SIGNED, SEALED AND DELIVERED
in the presence of:

KEYANO COLLEGE (BOARD OF GOVERNORS)

LETTER OF UNDERSTANDING #4

BETWEEN

KEYANO COLLEGE

AND

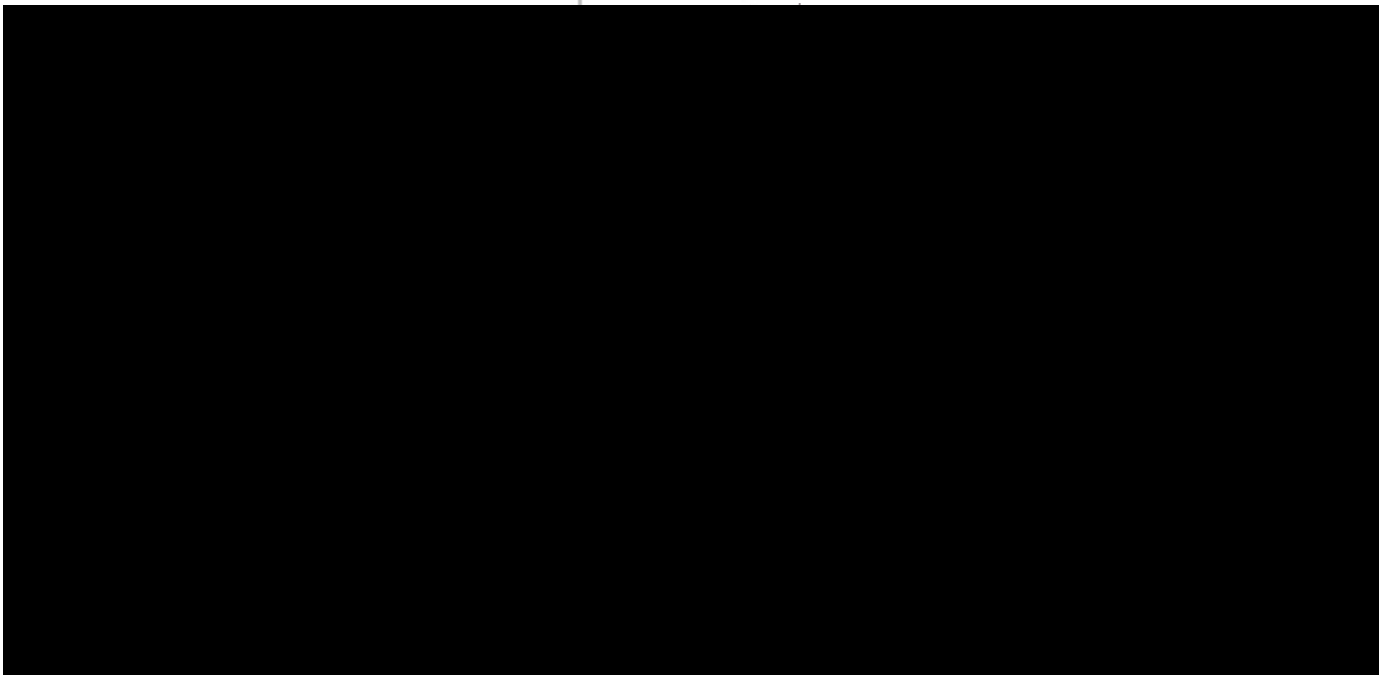
CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2157

Re: Syncrude Sport and Wellness Centre – Employee Membership

The College shall provide subsidized membership for all Bargaining Unit employees and their immediate family. The College will consult the Union in establishing or amending any policy or procedures with regard to employee access to the facilities and rates set for their membership to the Syncrude Sport and Wellness Centre.

SIGNED, SEALED AND DELIVERED
in the presence of:

KEYANO COLLEGE (BOARD OF GOVERNORS)



LETTER OF UNDERSTANDING #5

BETWEEN

KEYANO COLLEGE

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2157

Re: Payroll Changes and Bi-Weekly Pay

The Employer will research and investigate new accounting/payroll systems and/or practices that offer bi-weekly paydays to all staff and will keep the Union updated and informed with regular written communications of this process.

The Union and the Employer agree to meet within twelve (12) months of the ratification of this Collective Agreement to discuss and explore the options of moving to a different accounting/payroll system and/or practice.

SIGNED, SEALED AND DELIVERED
in the presence of:

KEYANO COLLEGE (BOARD OF GOVERNORS)

LETTER OF UNDERSTANDING #6

BETWEEN

KEYANO COLLEGE

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2157

Re: Determination of Exempted/Out-of-Scope Employees

The Parties have undertaken an internal project of determination and scope of several exempted/out of scope employees for potential placement in the Bargaining Unit, as per the *Alberta Labour Relations Code*, and CUPE Local 2157's ALRB Certificate 11-78 which reads, "*All employees of the Board of Governors of Keyano College when employed in general support services*".

The Parties hereby agree that any newly placed job positions or employees that come into the Bargaining Unit through this process, whether by mutual agreement or by a determination at the *Alberta Labour Relations Board* (ALRB) or any appeal therefrom, during the term of this Agreement will:

1. Become members of CUPE Local 2157 upon the date selected by mutual agreement of the Parties, which will not be unreasonably delayed.
2. Joint communication to the affected employees will be sent prior to the start date of their inclusion in the Bargaining Unit.
3. Union dues will commence being deducted from the date prescribed in 1) above.
4. The Employer will provide the Union with employee information as outlined in the Collective Agreement for all new Bargaining Unit members.
5. Employees will enjoy all rights and benefits of the Collective Agreement effective the date as prescribed in 1) above.
6. Seniority for new Bargaining Unit employees will be calculated from their original date of hire and will be "dove tailed" into the CUPE seniority list. The Employer will provide an updated seniority list to the Union.
7. The affected employees job descriptions will be subject to the Job Evaluation/Classification process for placement within Appendix A – Wage Scale.

8. All employees will be red-circled at their current rate until such time as their Bargaining Unit rate meets or exceeds their current rate. Vacation entitlements that exceed the Collective Agreement entitlements shall also be red-circled.
9. New employees hired into positions that are determined to be newly in scope will be placed in the appropriate pay level as per Appendix A and the outcome of job classification.
10. In the event that job classification determines a higher rate of pay, that higher rate of pay shall be paid from the date they became members of the Bargaining Unit as per 1) above.
11. Any disagreements between the Employer and the Union regarding employees' placement in the Bargaining Unit shall be mutually sent to the *Alberta Labour Relations Board* for determination, or any other remedy prescribed by the Board.

SIGNED, SEALED AND DELIVERED
in the presence of:

KEYANO COLLEGE (BOARD OF GOVERNORS)

MEMORANDUM OF AGREEMENT #1

BETWEEN

KEYANO COLLEGE

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2157

Re: Theatre Employees

The Parties have agreed to modify the Collective Agreement for Theatre employees when required by the Employer to work shifts exceeding seven (7) hours in a day, for purposes such as preparation and presentation of public performances. The following Clauses shall replace their numbered counterparts in the Collective Agreement where appropriate.

All other provisions of the Collective Agreement shall apply.

- 16.01 For the purposes of calculating overtime payment under this Agreement, the normal work week shall consist of a total of thirty-five (35) hours per week.
- 16.02 Time off for an unpaid meal break shall consist of not less than one half (1/2) hour daily to be taken at or near the midpoint of the normal work period or at such other period as may be mutually agreed upon by a majority of the employees in the department or area and the Supervisor.
- 16.05 The Supervisor shall provide the affected employees with a minimum of 72 hours' notice of schedule changes and the requirement to work extended shifts. If the Employer fails to give the required notice, any employee required to work on such short notice shall be eligible to be paid one and one half (1 1/2) their regular rate of pay on the first shift of such short notice.
For the purposes of determining and utilizing vacation leave, sick leave, and other forms of paid leave, the employee shall access these benefits, on a pro rata basis, using work hours to express both entitlements and their use.

SIGNED, SEALED AND DELIVERED
in the presence of:

KEYANO COLLEGE (BOARD OF GOVERNORS)



Appendix "A" – Wage Schedule for the period July 1, 2019 – June 30, 2020

ADMINISTRATIVE SUPPORT

Band	Step 1	Step 2	Step 3	Step 4	LSI*	Casual	Student
AS8	63,702.25	65,001.84	66,327.46	67,679.12	69,060.21	35.00	23.45
AS7	61,157.42	62,406.07	63,678.48	64,976.94	66,303.69	33.60	22.51
AS6	57,489.61	58,662.40	59,858.98	61,080.45	62,327.96	31.59	21.16
AS5	53,469.73	54,558.76	55,671.55	56,808.12	57,968.47	29.38	19.68
AS4	52,157.69	53,224.08	54,309.71	55,417.97	56,547.75	28.66	19.20
AS3	50,499.25	51,529.41	52,579.94	53,651.99	54,747.81	27.75	18.59
AS2	47,421.24	48,387.99	49,374.01	50,382.65	51,409.42	26.06	17.46
AS1	45,999.38	46,937.85	47,895.56	48,872.51	49,869.84	25.27	16.93

INSTITUTIONAL SUPPORT

Band	Step 1	Step 2	Step 3	Step 4	LSI*	Casual	Student
SW6	63,692.07	64,991.65	66,318.40	67,671.20	69,052.29	35.00	23.45
SW5	60,711.40	61,948.73	63,214.34	64,502.61	65,819.18	33.36	22.35
SW4	52,539.19	53,611.23	54,704.79	55,820.98	56,959.82	28.87	19.34
SW3	51,314.32	52,362.59	53,430.11	54,520.27	55,634.19	28.19	18.89
SW2	45,419.78	46,345.79	47,291.04	48,256.68	49,241.56	24.96	16.72
SW1	42,831.93	43,704.74	44,594.52	45,505.82	46,435.22	23.53	15.77

TECHNICAL SUPPORT

Band	Step 1	Step 2	Step 3	Step 4	LSI*	Casual	Student
TS8	74,058.15	75,568.32	77,110.16	78,683.69	80,290.06	40.69	27.26
TS7	71,899.37	73,367.63	74,865.32	76,391.32	77,950.13	39.51	26.47
TS6	70,789.97	72,233.33	73,708.38	75,210.60	76,744.52	38.90	26.06
TS5	63,770.18	65,069.76	66,396.52	67,752.70	69,133.79	35.04	23.48
TS4	58,794.86	59,993.69	61,216.29	62,467.20	63,741.88	32.30	21.64
TS3	52,390.90	53,461.81	54,551.97	55,664.76	56,801.33	28.79	19.29
TS2	47,388.40	48,355.17	49,342.31	50,348.69	51,375.45	26.04	17.45
TS1	46,359.37	47,303.50	48,269.13	49,255.14	50,259.26	25.47	17.07

TRADES

Band	Step 1	Step 2	Step 3	Step 4	LSI*	Casual	Student
TR7	81,168.52	82,824.71	84,512.58	86,236.68	87,997.01	44.60	29.88
TR6	79,127.46	80,741.75	82,387.74	84,067.69	85,785.00	43.48	29.13
TR5	76,753.57	78,321.44	79,918.76	81,546.63	83,213.00	42.17	28.26
TR4	74,029.88	75,540.01	77,082.99	78,653.13	80,258.36	40.68	27.25
TR3	65,111.65	66,438.40	67,793.45	69,175.68	70,588.47	35.78	23.97

INSTRUCTIONAL SUPPORT

Band	Step 1	Step 2	Step 3	Step 4	LSI*	Casual	Student
IS7	67,673.46	69,054.55	70,461.68	71,899.37	73,367.63	37.18	24.91
IS6	63,496.23	64,790.15	66,111.24	67,460.64	68,838.34	34.89	23.37
IS5	60,460.09	61,694.01	62,951.71	64,237.72	65,546.36	33.22	22.26
IS4	57,536.03	58,711.08	59,909.92	61,131.39	62,377.77	31.61	21.18
IS3	56,017.96	57,161.32	58,327.31	59,517.10	60,731.78	30.78	20.62
IS2	54,438.75	55,548.16	56,682.46	57,839.41	59,019.00	29.91	20.04
IS1	54,008.59	55,110.06	56,234.18	57,380.93	58,552.60	29.68	19.88

To qualify for LSI, an employee must have 84 months of continuous service at the college. For sessional employees, layoff periods do not break continuity and are not counted towards the 84-month qualifying period.

IN WITNESS THEREOF, the Parties hereto have executed these presents duly attested by their proper officers respectively in that behalf.

Signed, Sealed and Delivered this 1 day of AUGUST 2020, in the presence of:

**THE BOARD OF GOVERNORS
EMPLOYEES, KEYANO COLLEGE**

**CANADIAN UNION OF PUBLIC
LOCAL 2157**

